NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) - Paid Un With 640 Acres Pooling Provision STANDARD LEASE v.5

PAID UP OIL AND GAS LEASE (No Surface Use)

THIS LEASE AGREEMENT is made	this 18 day of	Telesc., 2008, by and between	HARVEY AVENUE BAPTI	ST CHURCH INC. A
TEXAS CORPORATION who	se addresss is 1257	E.HARVEY AVENUE FOR	TWORTH TEXAS 76104	

as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 Dallas Texas 75201, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following

described land, hereinafter called leased premises:

ACRES OF LAND, MORE OR LESS, BEING LOT(S) 1, BLOCK 10 OUT OF THE HIGHLAND PARK ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THAT CERTAIN PLAT RECORDED IN VOLUME 310, PAGE 60, PLAT RECORDS, TARRANT COUNTY, TEXAS

in the County of Tarrant, State of TEXAS, containing 151 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon and substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of FOUR (4) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be Twenty -Five (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be Twenty-Five (25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either purchases nereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled interesting are capable or enter producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production there from is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production there from is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production there from is not being sold by Lessee from another well or wells on the leased premises or

one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production there from is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payments. Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a wr

If Lessor owns less than the full mineral calule in all or any part of the leased premises, the myalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

such part of the leased premises.

If the interest of either Leasor or Lassee Interender may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lesser's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duty authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in mystiles to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be refleved of all obligations thereafter arising with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease than held by each.

9. Lessee may, at any time and from time to lime, deliver to Lesser or of file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones there under, and shall thereupon be relieved

the area covered by this lease or any depths or zones there under, and shall therespon be relieved of all onligations thereater arising with respect to the Interest so released of Loase releases at or an undivided interest in least than all of the area covered tendby, Lease's obligation to pay or lender shall-in revailles shall be proportionately reduced in accordance with the note accrage interest relained thereunder.

10. In exploring for, developing, producing and manteling oil, gas and other substances covered hereby on the leased premises or lands pooted or untitized herewith, in primary and/or enhanced recovery. Leases shall have the right of ingress and egress along with the right to conduct such operations on the teased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, injection wells, injection wells, injection wells, injection wells, injection wells, electric and telephone lines, power staticities deemed increasant by Lease to discover, produced, soine, treat and/or transport production. Leases may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises described in Paraginaph 1 above, no howthstantioning any partial release or rather portial remination of his lease; and (b) to any other tends in which Leason now or hereafter has authority to grant such rights in the vicinity of the leased premises or stands produced therewish, the another your depth on cultivated lands. Movell shall he located leas than 200 feet from any house or burn now on the leased premises or such other lands, and to commercial limber and growing cross shall have the right at any time to remove the leased premises or other horizons. In the leased premises of carriers are such different to the description of this lease, whether expressed in limber and growing cross shall have the right at any time to remove the leased premises or other horizons. In the case of the production of this lease,

14. For the same consideration recited above, t.essor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along roules selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the traced premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well have easements shall run with the land and survive any termination of this lease.

16. Lessor hereby warrants and agrees to defend life conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-n royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lesser's life, Lessee may suspend the payment of royulties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other onerations

This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original. DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royally, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor scknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to after the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Leasor.

By: Bill Asses, fister, Harrier Avenue Brotist Church, lay: Chris Petty: Trustee, Harvey Avenue Boptist Working Church, A texas Corporation By Roderick Overton, Trustee, Harvey Avenue By Leo Williams A. Trustee, Harvey Avenue Boptist STATE OF Texas COUNTY OF Tarrisky This instrument, was acknowledged before me on the 18 day of Torre, A texas Corporation ARWIN N. 3COTT HOTEL AVENUE AVENUE Baptist Church, A texas ARWIN N. 3COTT HOTEL AVENUE BAPTIST Church, A texas Noticing public, State of Texas Noticing public, State of Notary's name (printed):
By: Bil Angels fistor, Harrier hvenue Brotist Cliuch, Itroduced Control of Texas Corporation By Roderick Overton, Trustee, Harrier Avenue By Leo Williams H. Trustee, Harrey Avenue Books STATE OF Texas COUNTY OF Tarraph This instrument was actualledged before me on the 18 day of Just Church, A Texas Corporation By Loo Welliams H. Trustee, Harvey Avenue Books By Leo Williams H. Trustee, Harvey Avenue Books County OF Torraphy County OF Torraphy ARWIN N. 3COIT ARWIN N. 3COIT By Trustee of Leas Notary Public, State of Notary Public, State of Notary Public, State of Notary Public, State of
By Roderick Overton, Trustee, Bytist Church, A leas consuffic Nowner By Leo Williams St. Trustee, Horry Avenue Baptis STATE OF Texas Compatible ARWIN N. 3COM Horary Public, State of Texas My Commission Expires Notary Public, State of
STATE OF
This instrument was acknowledged before me on the 18 day of 2008, by: K. L. Koscvs 10stov Harvey Avenue Baptist Chivit, A Tetas Corporation ARWIN N. 3COTI Horary Public, State of Texas My Commission Expires Notary Public, State of
My Commission Expires Notary Public, State of
를 하면 하면 기업을 가는 Notary's name (printed):
Notary's commission expires:
STATE OF TEXAS
COUNTY OF TOUR NET This instrument was acknowledged before me on the 18 day of 1000 2000. by: Roder ick over ten, Justice, Harvey Avenue Baptist Church, A Regs Curporation
the state of the s
Notary Public, State or Notary's name (printed):
Mis Commission Expires October 31, 2016

STATE OF <u>Texast</u> COUNTY OF <u>Terrast</u> This instrument was acknowledged before me on the 18 day of by: <u>Chris Petty</u> , Truster, Harvey Avenue	E Reptist Chusch, A Texas Corporation
IARWIN A. 3COTT Novary Public, State of Texas Py Commission Expires Optober 31, 2010	Notary Public, State of Notary's name (printed): Notary's commission expires:
STATE OF Text 45 COUNTY OF TO WORLD This instrument was acknowledged before me on the 18 day of 1900 to 1900	Venue Beptist Church, A Texas Cospuntion
OPPORT 31, 2018	Notary Public, State of Notary's name (printed): Notary's commission expires:



DALE RESOURCES 2100 ROSS AVE # 1870 LB 9

DALLAS

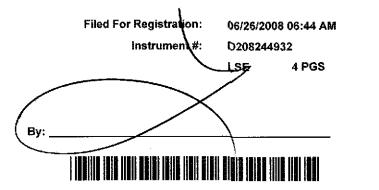
TX 75201

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

\$24.00



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ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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